

Provisional Contract No. T-0196

Cy 20 051-0372210-001

**PUERTO RICO ELECTRIC POWER AUTHORITY**

**CONTRACT TO SUPPLY OF ELECTRIC ENERGY**

The **PUERTO RICO ELECTRIC POWER AUTHORITY**, henceforth the "Authority", represented by the Wholesale Contracts Department, and **BIG K'MART**, henceforth the "Consumer" execute this contract for the provision of electric energy subject to the following **CLAUSES AND CONDITIONS**.

**FIRST:** The Authority agrees to supply electric energy to the Consumer to operate a RETAIL SALES STORE on State Road 2, Baramaya Avenue, Ponce, Puerto Rico to a total capacity of \_\_\_\_ KVA which will be the load contracted for billing purposes.

*Initial*  
*Initials*

**SECOND:** The Consumer will pay for the electric energy service it receives and the Authority will supply and bill this service pursuant to the GSP Rate and the General Terms and Conditions for the Supply of Electric Energy, which are attached to this contract and are made a part of it. The consumer also agrees to pay a minimum monthly charge for maximum load that will never be less than the KVA cost of the GSP rate by 250.



**THIRD:** The Governing Board of the Electric Power Authority, pursuant to the procedure established by Law, may modify or amend at any time, the rates or the General Terms and Conditions for the Supply of Electrical Energy. The Consumer agrees that in the event of said amendment, the new rates and General Terms and Conditions will apply from their effective date.

**FOURTH:** Violations of any of the terms and conditions of this contract or of the Regulations, General Terms and Conditions for the Supply of Electrical Energy, will give the Authority the right to discontinue the service, following the established procedure for said purpose in the Regulation.

*Initial*  
*Initials*

**FIFTH:** All of the Consumer's electrical equipment will be built, operated, and maintained to preserve its physical condition and in a manner that will not interfere with the operation of other electrical equipment of the Authority's system.

**SIXTH:** The Consumer must notify the Authority of any changes in name at least thirty (30) days in advance of the date that said change will occur, so that the Authority may contract the service under the business's new name.



**SEVENTH:** The Consumer agrees that if the meter equipment is installed on the secondary side of the transformer, both the demand and the energy, will be corrected by a factor of 3 per cent or by a factor determined by the Authority to compensate for the transformation losses.

**EIGHTH:** This contract will be in effect for a period of \_\_\_\_\_ days and will end on October 20, 1999. The subscribed shall notify the Authority in writing its intention to terminate at least thirty (30) days in advance.

Date of Effect: July 20, 1999.

Signed on July 20, 1999.

PUERTO RICO ELECTRIC  
POWER AUHORITY

Signature

Name: Everett Marrs

Title: Caribbean Construction Manager

Signature

Enrique Flores Sánchez

Interim District Manager

Billing Address:

3 100 Big Beaver Road  
Troy, Michigan 480843163

